

Objection Deadline: July 2, 2020 at 4:00 p.m. (Eastern Time)
Hearing Date and Time: July 14, 2020 at 10:00 a.m. (Eastern Time)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
LEHMAN BROTHERS HOLDINGS INC., <i>et</i>)	
<i>al.</i> ,)	Case No. 08-13555 (SCC)
)	
Debtors.)	
)	

**DECLARATION OF CINDY STUYVESANT IN SUPPORT OF
WINTRUST MORTGAGE'S RESPONSE AND OBJECTION TO
LEHMAN BROTHERS HOLDING INC.'S MOTION IN AID OF ALTERNATIVE
DISPUTE RESOLUTION PROCEDURES ORDER FOR INDEMNIFICATION CLAIMS
OF THE DEBTORS AGAINST MORTGAGE LOAN SELLERS**

I, Cindy Stuyvesant, certify and declare as follows:

1. I am a Vice President and Assistant General Counsel for Wintrust Mortgage, a division of Barrington Bank & Trust Company, N.A. (“Wintrust”). I have been working at Wintrust since around 2013. I have personal knowledge of the facts set forth in this Declaration, and if called to testify as a witness, I could and would competently testify thereto.

2. On April 4, 2019, John Baker of Lehman Brother Holdings Inc. (“LBHI”) sent me an email stating that he had “recently learned that Wintrust acquired American Homestead Mortgage,” and that LBHI would like to include claims related to American Homestead Mortgage (“AHM”) in the ongoing settlement discussions in which LBHI and Wintrust were engaged. Mr. Baker attached a demand letter from LBHI addressed to “Wintrust Mortgage Corporation as successor to American Homestead Mortgage LLC.” A true and correct copy of Mr. Baker’s April 4, 2019 email to me, without the accompanying attachment, is attached hereto as Exhibit A.

3. Later that same day, I emailed Mr. Baker letting him know that, “unlike SGB, which Wintrust acquired in whole via a stock purchase transaction, Wintrust merely acquired certain assets of American Homestead Mortgage.” I informed Mr. Baker that “Wintrust Mortgage did not assume any liability for any loans originated and sold by AHM prior to [Wintrust’s] acquisition of those certain assets,” and stated that it is Wintrust’s position that it “is not legally responsible for any of AHM’s obligations with respect to” the loans identified in LBHI’s April 4, 2019 demand letter. A true and correct copy of my April 4, 2019 email to Mr. Baker is attached hereto as Exhibit A.

4. Shortly thereafter, Mr. Baker emailed me requesting that I share with him any asset purchase agreement that governed Wintrust's purchase of certain AHM assets. A true and correct copy of this April 4, 2019 email from Mr. Baker to me is attached hereto as Exhibit A.

5. On April 8, 2019, I email Mr. Baker what I believed to be the relevant parts of the asset purchase agreement, "specifically the assets purchased/excluded and the liabilities assumed/excluded" sections of the agreement. A true and correct copy of my April 8, 2019 email to Mr. Baker, without the accompanying attachment, is attached hereto as Exhibit A.

6. The next day, April 9, 2019, Mr. Baker requested that I send him a schedule in the asset purchase agreement that identified "Miscellaneous Contracts." Later that day, I responded that I was out of the office until April 22, 2019, but that the schedule Mr. Baker asked about had "a single software license agreement with AMOZ Group." A true and correct copy of Mr. Baker's April 9, 2019 email to me, and my response sent the same day, is attached hereto as Exhibit A.

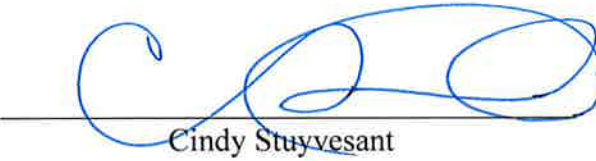
7. Neither Mr. Baker nor anyone else representing LBHI ever responded to my April 9, 2019 email. Nor has Mr. Baker or anyone else representing LBHI ever requested that Wintrust, as alleged successor to AHM, mediate with LBHI.

8. I understand from Wintrust's outside counsel that LBHI claims to have sent the October 1, 2018 Motion for Alternative Dispute Resolution Procedures Order for Indemnification Claims of the Debtors Against Mortgage Loan Sellers (the "2018 ADR Motion") to AHM at 495 N. Main St., Kalispell, MT. However, by the time Wintrust had entered into the asset purchase agreement with AHM on February 14, 2017, AHM was already located at 20 Four Mile Drive, Ste. 1, Kalispell, MT. Wintrust is not aware of ever having received the package with the 2018 ADR Motion LBHI claims to have sent to AHM.

9. Wintrust is not aware of LBHI having sued AHM for any indemnification claims related to LBHI's settlements with Fannie Mae, Freddie Mac, and the RMBS Trustees.

I declare under penalty of perjury that the statements in this Declaration are true and correct.

Executed on the 2nd day of July, 2020 in Chicago, Illinois.



Cindy Stuyvesant